

# Domestic Insurance

## Domestic contents section



### Defined events

Loss of or damage (damage) to the Contents of the Building(s) on the premises

1. stated in the schedule or
2. of any other occupied private residence or building in which the insured are
  - (a) temporarily residing or
  - (b) employed.
3. of any furniture storage depot or bank safe deposit.
4. of any trading concern for the purposes of repair, renovation, restoration, cleaning or dyeing within the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi by
  1. fire.
  2. lightning.
  3. explosion.
  4. storm, wind, water, hail or snow excluding damage
    - (a) to property in the open or
    - (b) arising out of any process necessarily involving the use or application of water.
  5. earthquake.
  6. bursting, leaking or overflowing of water or heating installations or pipes excluding damage to such installations or pipes themselves.
7. theft or attempted theft provided that
  - (a) if the building is
    - (i) unoccupied, or
    - (ii) lent, let or sublet by the insured or shared with the insured or
    - (iii) an outbuilding and the loss or damage exceeds R5,000 or
  - (b) if the property insured is at
    - (i) any furniture storage depot or bank safe deposit, or
    - (ii) any other premises for repair, renovation, restoration, cleaning or dyeing,there is forcible and violent entry or exit but if the building is left unoccupied for more than 60 days in any one calendar year theft or attempted theft will not apply unless the company has given its prior consent in writing to extend cover.
8. sudden and violent damage to the building caused by impact.
9. Damage directly occasioned by or through or in consequence of
  - (a) civil commotion, labour disturbances, riot, strike or lockout;
  - (b) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in (i) above;provided that this event does not cover
  - (a) damage occurring in the Republic of South Africa or Namibia.
  - (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
  - (c) damage caused by total or partial cessation of work, or the retarding, interruption or cessation of any process or operation.
  - (d) damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
  - (e) damage caused by or related to any occurrence referred to in General exception 1(a) (ii), (iii), (iv), (v) or (vi) of this policy, or the act of any lawfully established authority in controlling preventing suppressing or in any other way dealing with any such occurrence.

If the company alleges that damage is not covered by reason of proviso (a), (b), (c), (d) or (e) of this event, the burden of proving the contrary shall rest on the insured.

### Limits of indemnity

The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.

## Extensions and clauses

	Limits
2. Loss of money	R3,000
5. Refrigerator or deep freeze contents	R5,000
6. Loss of documents	R5,000
7. Veterinary fees	R2,000
8. Goods in the open	R5,000
10. Locks and keys	R5,000
11. Property of domestic employees	R5,000
12. Personal effects of guests	R5,000
14. Medical expenses	R5,000
15. Fatal injury	
- death by accident	R10,000
- death by thieves or fire	R15,000
18. Repairs and measures after a loss:	
- temporary repairs and other measures	R5,000
- emergency accommodation	R5,000
20. Telephones	R2,000

## Optional extensions (if stated in the schedule to be included)

1. Accidental damage	- any one event	Per schedule
2. Water leakage	- any one event	R5,000
4. TV equipment maintenance	- any one event	R5,000

## Specific condition

If the property insured is, at the commencement of any defined event, collectively of greater value than the sum insured thereon, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

## Specific exceptions

The company shall not be liable for

1. money or negotiable instruments except as specially mentioned.
2. medal, stamp and coin collections except as specially mentioned.
3. motor vehicles, trailers, caravans, water craft, aircraft and their accessories, livestock or trade goods of any description.
4. property more specifically insured.
5. precious metals and stones, jewellery and furs to the extent that their undamaged value exceeds 30 percent of the total sum insured.

## Extensions and clauses

### 1. Debris removal

The company will pay costs necessarily incurred by the insured with its written consent in removing debris from the residence following a defined event.

### 2. Loss of money

The company will indemnify the insured for loss of money and negotiable instruments in the residence by any defined event but theft is restricted to forcible and violent entry to or exit from the Building.

### 3. Mirrors and glass

The company will indemnify the insured for accidental damage to any mirror glass or sheet glass forming part of the contents.

### 4. Television sets and ancillary equipment

The company will indemnify the insured for accidental damage (other than mechanical or electrical breakdown) to any television set, video recorder, decoder or its aerial in the residence.

### 5. Refrigerator or deep freeze contents

The company will indemnify the insured for deterioration of foodstuffs contained in any refrigerator / deep freeze unit in the residence as a result of breakdown, accidental damage or failure of power supply to the unit.

### 6. Loss of documents

The company will indemnify the insured for loss of or damage to the insureds' personal documents caused by a defined event. The company will only be liable for the value of materials and the cost of labour in reinstating the documents or obtaining duplicates and not for the value to the insured of the content or any consequential loss or damages.

## **7. Veterinary fees**

The company will indemnify the insured for veterinary expenses incurred as a result of accidental bodily injury sustained by any domestic animal owned by the insured arising from a road accident.

## **8. Goods in the open**

The company will indemnify the insured for loss of laundry, garden and swimming pool furniture and implements from the grounds of the residence.

## **9. Household goods in transit**

The company will indemnify the insured for damage to property insured caused by

- (a) fire, lightning, explosion, collision or overturning of the vehicle;
- (b) theft or attempted theft provided that goods in an unattended vehicle were concealed as far as possible and entry was visible, forcible and violent;

while in transit between the place of purchase repair or renovation and the insureds' residence, for holiday purposes, or following a permanent change of residence.

## **10. Locks and keys**

The company will indemnify the insured for costs necessarily and reasonably incurred following loss of or damage to any locks or keys (including cardkeys and remote control devices) for the residence and its outbuildings.

## **11. Property of domestic employees**

The company will indemnify the insureds' domestic employees if their household goods and personal effects (excluding money and negotiable instruments) at the insureds' residence are lost or damaged by a defined event.

## **12. Personal effects of guests**

The company will indemnify any guests temporarily residing with the insured if their household goods and personal effects (excluding money and negotiable instruments) not otherwise insured are lost or damaged by a defined event.

## **13. Rent and alternative accommodation**

If the private residence becomes uninhabitable because of loss or damage caused by a defined event the company will pay

- (a) rent for which the insured are liable;
- (b) any reasonable additional costs incurred with its consent in providing alternative accommodation for the insured and domestic employees normally resident with the insured;

but only for the period necessary for reinstatement and up to 25 percent of the contents sum insured.

## **14. Medical expenses**

The company will pay the costs of medical expenses incurred as a result of accidental bodily injury sustained by any

- (a) person other than the insured caused by a domestic animal owned by the insured.
- (b) guest or visitor arising from any defect in the dwelling.
- (c) domestic employee in the course of their employment by the insured.

## **15. Fatal injury**

The company will pay the amount stated in the event of fatal injury to the insured occurring in or about the Building(s) caused by accidental violent external visible means which injury shall solely and independently of any other cause result in death within twelve months of such injury.

## **16. Burglar alarm warranty (if stated in the schedule to be applicable)**

- (a) The alarm system must be fitted and maintained under contract by a contractor approved by the company.
- (b) There must be a radio link from the system to a fully manned control room with 24-hour immediate armed response.
- (c) The company will not pay for any burglary whilst the residence is unattended unless the alarm system is fully armed.
- (d) The company will not pay for any burglary involving the use of keys, duplicate keys or remote control of the system unless these have been obtained from the insured or anyone holding them on the authority of the insured by violence or threat of violence.

## 17. Inflationary increase

The main sum insured (but not the sum insured on any miscellaneous item) will be automatically increased on the anniversary or renewal date of the policy by a percentage considered by the company to be commensurate with the trend in the rates of inflation. The policy will be endorsed with the new sum insured and the premium charged for the forthcoming period of insurance. This does not relieve the insured of the responsibility to ensure that the sums insured represent the full value of the property insured at all times.

## 18. Repairs and measures after loss

After loss or damage by any insured event

- (a) the insured may, to minimise further loss, undertake temporary repairs and any measures necessary for the safety of the property insured.
- (b) the company will pay the reasonable costs of
  - (i) extinguishing a fire;
  - (ii) emergency accommodation whilst the property insured is uninhabitable until alternative accommodation can be arranged;up to the amounts shown in the limits of indemnity.

## 19. Stamp and coin collections

- (a) Stamp collections
  - (i) The company will only be liable if one or more complete pages are lost or damaged.
  - (ii) The company will not be liable for more than two-thirds of the value shown in any current recognised catalogue for any one stamp.
- (b) Coin collections  
The company will not be liable for
  - (i) current coins;
  - (ii) more than two-thirds of the value shown in any current recognised catalogue for any one coin.

## 20. Telephones

The company will indemnify the insured for accidental damage including electrical or mechanical breakdown to any telephone or ancillary equipment in the residence provided that

- (a) Telkom trade-in regulations shall apply where practicable.
- (b) lines and extension wires are excluded.
- (c) cellular telephones are excluded.

## 21. Malicious damage extension

Subject otherwise to the terms, conditions, exceptions and warranties contained therein, this section is extended to cover damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such damage, other than damage to

- (a) moveable property which is
  - (i) stolen or
  - (ii) damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured.
- (b) moveable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the insured.
- (c) immovable property owned or occupied by the insured occasioned by or through or in consequence of
  - (i) the removal or partial removal or any attempt thereof;
  - (ii) the demolition or partial demolition or any attempt thereof;the said immovable property or any part thereof with the intention of stealing any part thereof; provided that this extension does not cover
  - (i) damage related to or caused by fire or explosion.
  - (ii) consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured.
  - (iii) damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
  - (iv) damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
  - (v) damage related to or caused by any occurrence referred to in General exception 1(a) (i), (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of proviso (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

If any building insured or containing the insured property becomes unoccupied for 30 consecutive days, the insurance in respect of this extension is suspended as regards the property affected unless the insured, before the occurrence of any damage, obtains the written agreement of the company to continue this extension.

During the period of the initial unoccupancy of 30 consecutive days, the insured shall become a co-insurer with the company and shall bear a proportion of any damage equal to 20 percent of the claim before deduction of any first amount payable.

## 22. Reinstatement value conditions

In the event of the contents insured by this section being destroyed damaged or lost the amount payable will be calculated without any allowance or deduction for depreciation subject to the following Special provisions and subject to all terms limitations exceptions and conditions of this section and the General conditions and exceptions of the policy except in so far as same may be varied hereby.

Special provisions

- (a) The company shall retain the right to repair or replace property lost destroyed or damaged at any time instead of paying the insured its value if it so wishes.
- (b) If at the time of repair replacement or reinstatement the sum representing the cost which would have been incurred in repair replacement or reinstatement if the whole property covered had been destroyed, exceeds the sum insured thereon at the commencement of any loss destruction or damage to such property by any peril insured against by this section, the insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly. Each item of this section (if more than one) to which this clause applies shall be separately subject to this provision.

### Optional extensions (if stated in the schedule to be applicable)

#### 1. Accidental damage cover

The company will indemnify the insured up to the limit stated in the schedule for accidental damage to the property insured.

This extension does not cover

- (a) consequential loss of any nature.
- (b) loss, destruction or damage
  - (i) caused by or resulting from
    - (1) wear and tear.
    - (2) depreciation.
    - (3) electrical or mechanical breakdown.
    - (4) rust, mildew, moth, vermin, insects.
    - (5) scratching, denting or chipping.
    - (6) the insureds' own domestic pets.
    - (7) any gradually operating cause.
    - (8) any process of dyeing, cleaning or renovating.
    - (9) the action of light or atmospheric conditions.
    - (10) confiscation or detention by any process of law.
  - (ii) to musical instruments by breakage of reeds, skins or strings,
  - (iii) to firearms,
  - (iv) to video or audio tapes cassettes or compact discs,
  - (v) to articles of a fragile nature,
  - (vi) to garden furniture and equipment,
  - (vii) to sporting equipment,
  - (viii) by overwinding of clocks or other mechanical apparatus.

#### 2. Water leakage

The company will indemnify the insured against charges raised by a local authority for water lost through leakage from pipes on the insureds' property provided that

- (a) the consumption reading must be at least 50 percent more than the average of the previous four readings.
- (b) the insured take immediate steps to repair the pipe(s) affected on discovery of a leak (by physical evidence or on receipt of an abnormally high water account).

This extension does not cover

- (a) the cost of repairs to leaking pipes.
- (b) more than two separate incidents in any period of twelve months.
- (c) loss of water
  - (i) as a result of leaking taps, water heating apparatus or toilet systems.
  - (ii) from swimming pool structures or inlet or outlet pipes.
  - (iii) whilst the property is unoccupied for a period in excess of 60 days.

**3. Claim free group protection**

Paragraph 2 of the section headed "Claim free groups" is deleted.

**4. Television equipment maintenance**

The company will indemnify the insured for repairs following electrical or mechanical breakdown to any television set, video recorder, decoder or satellite dish in the residence.

**Claim free groups**

1. If no claims have been paid under this section during any one annual period of insurance, the next renewal premium will be based on the following claim free group:

Existing claim free group	0	1	2	3	4	5
Renewal claim free group	1	2	3	4	5	5

2. If any claims have been paid during the period of insurance, the next renewal premium will be based on the following claim free group:

Existing claim free group	0	1	2	3	4	5
Renewal claim free group	0	0	0	1	2	3

Only claims made in terms of the defined events will affect the claim free group.

**Definitions**

**Contents**

shall mean household goods and personal effects of every description, the property of the insured or for which he is responsible or any member of the insured's family normally residing with the Insured, fixtures and fittings, the insured's own or for which he is legally responsible (not being landlord's fixtures and fittings) in the Buildings on the premises stated in the schedule.

**Building(s)**

shall mean the private residence constructed of brick stone or concrete with slate tile concrete asbestos or metal roof except as specifically mentioned, and all outbuildings (being structures, private garages, car ports, domestic employees quarters, garden sheds and the like) used in connection therewith all being situate on the premises stated in the schedule.